IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1840 OF 1997

Union Bank of India .. Plaintiffs

Vs.

M/s. Hanuman Trading Co. & Ors. .. Defendants

M.K. Kanchwalla

i/b S. Mohamedbhai & Co., for Plaintiff.

None for defendants.

CORAM: S.K. SHAH, J.

DATE : 27th April, 2006.

P.C.

The suit is undefended against the defendant No. 1. The Plaintiffs have filed the documents in support of the claim.

2. The claim of the plaintiffs bank is based on the promissory note and the statement of accounts of the defendants. The defendants had approached the plaintiffs bank for financial assistance for the purpose of their business. Plaintiffs bank granted cash credit (hypothecation) facility to the defendant No. 1, proprietory firm of which the defendant No. 2 is the proprietor and defendant Nos. 3 to 5 are the guarantors. The defendants have enjoyed the cash credit facility and withdrawn the amount from the bank. The plaintiffs have produced the demand promissory note dated 15/3/1995 executed by the defendant No. 1 and 2 for the sum of Rs. 4,48,367.82 and promissory note dated 14/3/1995 of the same amount. The balance was demanded by the plaintiff from the defendant No. 1 and 2 by their demand notice dated 14/9/1996 which is produced at Ex. 'E'

whereby the balance amount of Rs. 3,41,573.40 and the sum of Rs. 19,140/- towards interest due on 31/3/1996 was claimed. By another notice of the same date demand was made from defendant Nos. 3 to 5 who were the guarantors. However the defendants failed to pay the said amount. Hence the Plaintiffs have filed suit. From the aforesaid documents the plaintiffs have established the claim of Rs. 3,41,573.40. At the time of final disposal the plaintiffs have claimed the said amount with interest at the rate of 20.5% per annum. The suit is decreed in terms of prayer clause (a) of principal sum of Rs. 3,41,573.00 with further interest at the rate of 12% per annum from the date of the suit till realisation of the amount as against defendant Nos. 1 to 5 being jointly and severally liable.

3. The defendant Nos. 1 to 5 shall also pay the costs to the plaintiffs. Decree be drawn accordingly. The court fee be refunded as per rules.

(S. K. SHAH, J)